Passenger Programs Division

Dear Sir/Madam:

This letter and its attached Uniform Passenger Tender, when the tender is issued by you, will constitute a basic agreement with the Military Traffic Management Command (MTMC) for the purpose of setting beforehand the terms, conditions and proposed rates that will govern future contracts for the transportation of Department of Defense (DOD) and U.S. Coast Guard passengers. This agreement will be used only for the future transportation of passengers, including recruits, from Military Entrance Processing Stations or other points to the nearest termination point for destinations listed in Enclosure 2. This agreement applies only to passengers traveling on MTMC-issued Passenger Standing Route Orders (PSROs). This basic agreement contemplates the possibility of future orders which will incorporate by reference the terms agreed to herein.

This basic agreement is for a maximum period of 1 year, beginning January 1, 2001. The Uniform Passenger Tender (shown at Enclosure 1) is to be used in proposing rates and other terms for future transportation performed under solicitations subject to this basic agreement. Orders for future movements will be made to the carriers offering the lowest costs for future individual and group travel requirements that otherwise meet government needs. Tenders of carriers which do not offer such lowest costs will be retained and used when the low cost carrier(s) between two points is not able to provide the required service. Such alternate transportation will be provided at the cost stated in the tender. If a carrier subsequently publishes a rate for a particular route that is lower than the rate cited in its tender, the Government may use this lower published rate. Tenders failing to comply with the terms herein will be rejected as non-responsive and returned to the carrier. Travel arrangements will be made by Transportation Officers who will utilize low cost carrier(s) for each city pair.

Rates will include any special fees, applicable taxes, cancellation fees, and/or tolls that may apply. Rates being bid must be annotated in Column D. Routing restrictions, bus size, etc., should be annotated in Column E. Bus carriers must submit bids stating the size of bus being offered, a per passenger fare, and/or a charter rate for each size bus or van. A railroad tender should include a fare and a fare class for each destination offered to be served. Fares will be firm for the term of the 1 year tender and may not be increased. The fare/rate offered must provide a seat for every passenger transported. Failure to make fares/rates available may result in cancellation of award.

Enclosure 2, the Rate and Service Proposal, contains a list of city pairs with estimates of the daily number of passengers. Unless otherwise specified, travelers must arrive at the final destination by 12:00 midnight on the day travel commences unless sleeping accommodations are provided by the carrier, at the carrier's expense. The number of daily passengers shown is an estimate of anticipated traffic, and not a guarantee of future traffic. Variations in the number of passengers actually transported shall not be a basis for price adjustments.

Carrier selection will be based on the lowest evaluated cost offered which meets the established movement criteria. The Government reserves the right to reject any or all tenders and to waive minor irregularities in tenders. Rates submitted in a tender by a carrier may be rejected if a lower published tariff, tender, or rate exists. Rates offered in a tender by a carrier will alternate with lower rates contained in that carrier's published tariff or other Government tenders.

The Department of the Air Force is issuing a similar solicitation for air transportation, over many of the same routes contained in the attached Rate and Service Proposal, for the same period of time covered by this solicitation. Tenders received in response to this solicitation will be compared to tenders received for air transportation and the Government reserves the right to use air transportation rather than surface transportation over such routes.

Before orders are placed, the low-cost carrier(s) will be requested to verify that sufficient scheduled service/equipment is available to provide responsive service. Carriers must own or lease all equipment proposed for military movements. The practice of a carrier acting as middleman for one or more other carriers when offering service is not acceptable. When the carrier is unable to perform in accordance with the scheduled departure time at any location, for any reason other than an uncontrollable delay, the carrier will provide substitute transportation at its own expense for continued transportation to the destination. Substitute service will be from the carrier's own resources or from another carrier of the same mode holding a currently approved agreement with MTMC. When substitute service is made for the convenience of the carrier, the fare will not exceed that specified in the tender accepted by the Government, or the applicable charge of the substituted carrier, whichever is lower. When a movement has been arranged and it becomes necessary to use a substitute carrier, the pertinent facts will be reported to MTMC and the appropriate Transportation Officer by telephone.

Carriers which fail to perform or which render unsatisfactory service will be subject to possible disqualification from participation in DOD traffic, pursuant to the procedures provided by MTMC Regulation 15-1.

In submitting tenders, carriers should ensure that all provisions are carefully read and items are properly completed. No changes or alterations of the Uniform Passenger Tender will be accepted. Further, no changes, additions, or deletions to tenders will be allowed after the closing time. Two signed copies of the Uniform Passenger Tender and two copies of the Rate and Service Proposal must be submitted. Carriers failing to submit all three pages of the Uniform Passenger Tender (one original signed copy and one additional copy) and two copies of the Rate and Service Proposal may have their bids rejected and returned to them.

Carriers must mail or deliver tenders, using the return mailing label at Enclosure 3, so as to be received in Room 10N35 by 4:30 p.m. Eastern Daylight Time (EDT) on October 2, 2000. A public opening will be held in room 10N35 at or after 10:00 a.m. EDT on October 3, 2000. In the case of equal offers, a drawing to break the tie will be held at a time and place to be designated by the Government.

Any questions concerning this solicitation should be directed to Ms. Gail Andrews, MTPP-AR, 703-428-3059, FAX 703-428-3391, andrewsg@mtmc.army.mil.

Beverly A. Cox Chief, Passenger Programs Division DCS for Passenger and Personal Property

Enclosures

UNIFORM PASSENGER TENDER

ITI NO	EM Os.						
1.	ISSUING CARRIER:						
2.	TENDER NO:						
3.	TENDERED TO:	U.S. Government					
4.	ISSUE DATE:						
5.	EFFECTIVE DATE:	January 1, 2001					
6.	EXPIRATION DATE:	December 31, 2001					
7.	MOVEMENT APPLICATION: _	FROM-TO					
	a. ORIGIN: See Rate and Service Proposal						

8. DEFINITION:

Passengers - Military travelers on official business enroute to basic training sites and other designated destinations.

b. DESTINATION: <u>See Rate and Service Proposal</u>

9. SERVICES:

Charter bus carrier will be notified of requirement 24 hours prior to departure, except as noted in the Rate and Service Proposal

10. RESPONSIBILITIES FOR DELAYS EN ROUTE:

The carrier agrees to provide alternate transportation, overnight lodging, and meals if travel is interrupted enroute due to cancellation of service or missed connections that are the fault of the carrier.

11. PERFORMANCE:

Department of Defense and U.S. Coast Guard passengers will be afforded the same considerations as those given to civilian passengers. MTMC reserves the right to remove the primary carrier for the duration of the tender for unsatisfactory service. Carrier will be notified when removal action is taken. Carriers are subject to the provisions of their current Military Agreement with MTMC (Military Bus Agreement, Military Rail Agreement). Buses must be equipped with cell phones and two way radio equipment. Communication between the bus driver and the home office and with HQMTMC must be available at all times.

12. ALTERNATION PROVISION:

- a. Carrier agrees that fares or charges tendered herein will not exceed charges in effect on the issue date of the tender for the same service.
- b. This tender will not apply where charges accruing hereunder exceed charges otherwise applicable for the same service.

13. PAYMENT:

- a. All approved carriers must accept Government credit cards for payment of transportation services.
- b. Carriers must accept payment by Travel and Transportation Payment Expense System contract, Federal Government corporate charge account or other official Government credit systems designated for the payment of transportation services.

14. FIRM CHARGES:

Rates/fares listed herein are firm for a 1 year period and may not be increased.

15. DISCOUNTS:

Charges herein include all discounts and will not be candidates for any other type of discount.

16. CERTIFICATION OF INDEPENDENT PRICING:

Except for lawful discussions between this firm and other carriers or agents providing underlying transportation or equipment between points in this tender, I certify that: (a) The rates/fares in this submission have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such fares with any other carriers or with any competitor; (b) Unless otherwise required by law, the rates/fares in this submission have not been knowingly disclosed prior to the date set for submission of such rates/fares or changes thereto, directly or indirectly to any other carrier or to any other competitor; (c) No attempt has been made to induce any other person or firm to submit such rates/fares for the purpose of restricting competition.

Issuing Carrier
By (Typed Name and Title plus Signature of Authorized Officer)
Address
Telephone No.
PARTICIPATING CARRIER(S)
Dry (Tymod Nome and Title plus Cionetums of Authorized Offices)
By (Typed Name and Title plus Signature of Authorized Officer)

RATE AND SERVICE PROPOSAL FOR $\,$ JANUARY 1, 2001 - DECEMBER 31, 2001

A ORIGIN	B DESTINATION	C AVG PAX	D FARES/RATES REMARKS/BUS CAPACIT RESTRICTIONS
1. MONTGOMERY, AL	FORT BENNING, GA	3 DAILY	
2. MONTGOMERY, AL	FORT JACKSON, SC	11 DAILY	
3. MONTGOMERY, AL	FORT KNOX, KY	5 DAILY	
4. TAMPA, FL	FORT JACKSON, SC	7 DAILY	
5. HARTSFIELD INTL ARPT	FORT BENNING, GA	VARIOUS	
6. ATLANTA, GA	FORT BENNING, GA	2 DAILY	
7. ATLANTA, GA	FORT JACKSON, SC	5 DAILY	
8. ATLANTA, GA	MAXWELL AFB, AL	1 MONTHLY	
9. INDIANAPOLIS, IN	FORT KNOX, KY	5 WEEKLY	
10. INDIANAPOLIS, IN	FORT LEONARD WOOD, MO	10 WEEKLY	
11. STANDIFORD FIELD, KY	FORT KNOX, KY	VARIOUS	
12. LOUISVILLE, KY	FORT KNOX, KY	5 WEEKLY	
13. BALTIMORE, MD	CAPE MAY, NJ	5 MONTHLY	
14. DETROIT, MI	FORT KNOX, KY	3 DAILY	

RATE AND SERVICE PROPOSAL FOR JANUARY 1, 2001 - DECEMBER 31, 2001

C A В ORIGIN AVG PAX DESTINATION FARES/RATES REMARKS/BUS CAPACIT RESTRICTIONS 15. **CHARLOTTE ARPT, NC FORT JACKSON, SC VARIOUS 16. CHARLOTTE, NC FORT JACKSON, SC 5 WEEKLY 17. RALEIGH, NC FORT JACKSON, SC 10 DAILY 18. FORT HAMILTON, NY CAPE MAY, NJ 4 WEEKLY 19. COLUMBUS, OH FORT KNOX, KY 5 DAILY FORT SILL, OK 5 WEEKLY 20. OKLAHOMA CITY, OK 21. COLUMBIA ARPT, SC FORT JACKSON, SC VARIOUS 22. CHARLESTON AFB, SC FORT JACKSON, SC **VARIOUS** 23. KNOXVILLE, TN FORT JACKSON, SC 2 DAILY 24. KNOXVILLE, TN PARRIS ISLAND, SC 3 DAILY 25. MEMPHIS, TN FORT BENNING, GA 3 DAILY 26. MEMPHIS, TN FORT KNOX, KY 5 DAILY 27. MEMPHIS, TN MAXWELL AFB, AL 1 MONTHLY

^{**}Charlotte Airport, NC is being considered as an alternate airport for recruits destined to Ft Jackson

RATE AND SERVICE PROPOSAL FOR JANUARY 1, 2001 - DECEMBER 31, 2001

A ORIGIN	B DESTINATION	C AVG PAX	D FARES/RATES	E REMARKS/BUS CAPACIT
Oldon	DESTRUCTION	71101711	THES/INTES	RESTRICTIONS
28. NASHVILLE, TN	FORT JACKSON, SC	16 DAILY		
29. AMARILLO, TX	FORT SILL, OK	4 WEEKLY		
30. DALLAS, TX	FORT SILL, OK	5 DAILY		
21 DALLAG EN	LACKIAND AED EN	25 WEEKL V		
31. DALLAS, TX	LACKLAND AFB, TX	25 WEEKLY		
32. HOUSTON, TX	LACKLAND AFB, TX	18 WEEKLY		
32. 1100310IN, 1X	LACKLAND AFB, 1A	16 WEEKL1		
33. RICHMOND, VA	PARRIS ISLAND, SC	13 WEEKLY		
	,			
34. RICHMOND, VA	CAPE MAY, NJ	6 WEEKLY		
35. MILWAUKEE, WI	GREAT LAKES, IL	18 WEEKLY		
36. BECKLEY, WV	PARRIS ISLAND, SC	20 WEEKLY		